



NAIROBI CITY WATER & SEWERAGE COMPANY LTD.

KAMPALA RD, P. O. Box 30656-00100, Nairobi, Kenya

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Email: tenders@nairobiwater.co.ke

www.nairobiwater.co.ke



CONTRACT No. NCWSC/43/2019

PROVISION OF ANNUAL OCCUPATIONAL MEDICAL EXAMINATION FOR TWO YEARS.

March, 2020

Closing Date:Friday, 27th March 2020

Closing Time:12:00 pm

Board of Directors:

B.L.Okumu (Chairman), T.Muriuki (Vice-Chair), N.C.C. County Secretary, N.C.C. C.E.C.M. Finance & Economic Planning, N.C.C. C.O. Water, Sanitation & Energy, M.Kuruga, E. Mukuhi, L.M.Kamba, K. Nyamu, M. Mumo, M.A Abdullahi, Eng. N. M. Muguna (Ag. Managing Director)

SECTION I - INVITATION FOR TENDERS

NCWSC/43/2019 - PROVISION OF ANNUAL OCCUPATIONAL MEDICAL EXAMINATION

The Nairobi City Water and Sewerage Company Ltd invites sealed Bids for Provision of Group Life Insurance Brokerage Services as per detailed Terms of Reference and schedule of requirements.

- 1.1 Interested eligible candidates may obtain further information and inspect the Bid documents at Nairobi City Water and Sewerage Company Ltd, procurement office; on Kampala Road off Enterprise Road, Industrial Area Nairobi during normal working hours (08:30 – 15:30 local time on Mondays to Fridays except during lunch time from 13:00 to 14:00 hours and public holidays).
- 1.2 Completed Bid documents are to be enclosed in plain sealed envelopes marked with Bid reference number and be deposited in the Tender Box at Nairobi City Water and Sewerage Company Ltd, on the first floor, Administration Block, at the **Head Office, Kampala Road off Enterprise Road, Nairobi** or be addressed to **Nairobi City Water & Sewerage Company Ltd, Kampala Road, off Enterprise Road, P.O Box 30656-00100, Tel: 254-0703 080000, Nairobi, Kenya** so as to be received on or before 12.00 noon, **Friday, 27th March 2020**. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 150 days from the closing date of the Bid.
- 1.3 Bids shall be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Nairobi City Water and Sewerage Company Ltd, on the first floor, Administration Block, at the **Head Office, Kampala Road off Enterprise Road, Nairobi**.
- 1.4 **Nairobi City Water and Sewerage Company** reserve the right to accept /reject all or part of the Bids.

For Managing Director
Nairobi City Water & Sewerage Company Ltd
Kampala Road, off Enterprise Road
Tel. 254 0703080000
Nairobi, Kenya.

E-mail: tenders@nairobiwater.co.ke

Website: www.nairobiwater.co.ke

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 NCWSC's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by NCWSC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and NCWSC, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The tender document shall be downloaded for free from the company website.
- 2.2.3 NCWSC shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form

- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify NCWSC by post, fax or by email at NCWSC's address indicated in the Invitation for tenders. NCWSC will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by NCWSC. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 NCWSC shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, NCWSC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, NCWSC, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and NCWSC, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the

relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
 - (d) Declaration Form.

2.8. Form of Tender

- 2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to NCWSC's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 Bid security shall be the amount stated in the appendix to instruction to tenderers.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 150 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NCWSC as non-responsive.

2.13.2 In exceptional circumstances, NCWSC may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The bidder shall submit one copy bid document.

2.14.2 The bid documents of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by NCWSC at the address specified under paragraph 2.15.2 not later than **Friday, 27th March 2020**. NCWSC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of NCWSC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit the tender box shall be received by NCWSC as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by NCWSC prior to the deadline prescribed for submission of tenders.

- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 NCWSC will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday, 27th March 2020** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderer's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as NCWSC, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 NCWSC will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders NCWSC may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence NCWSC in NCWSC's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 NCWSC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its

tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

- 2.20.3 NCWSC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, NCWSC will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations NCWSC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by NCWSC and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, NCWSC will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

- 2.22.1 NCWSC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 NCWSC's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- (a) Operational plan proposed in the tender;

- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract

- 2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

- (a) Operational Plan

- (i) NCWSC requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than NCWSC's required delivery time will be treated as non-responsive and rejected.

- (b) Deviation in payment schedule
 - (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.
Tenders will be evaluated on the basis of this base price.
Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. NCWSC may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting NCWSC

2.23.1 Subject to paragraph 2.19 no tenderer shall contact NCWSC on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence NCWSC in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as NCWSC deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event NCWSC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 NCWSC will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 NCWSC reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers. If NCWSC determines that none of the tenders is responsive, NCWSC shall notify each tenderer who submitted a tender.

2.26.2 NCWSC shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about his/her qualifications or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, NCWSC will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and NCWSC pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 NCWSC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as NCWSC notifies the successful tenderer that its tender has been accepted, NCWSC will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within the tender validity period, the successful tenderer shall sign and date the contract and return it to NCWSC.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within the tender validity period unless there is an administrative review request.

2.29 Performance Security

2.29.1 Performance security shall be ten percent of the contract price.

2.30 Corrupt or Fraudulent Practices

2.30.1 NCWSC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 NCWSC will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to instructions to Tenderers

The following information for the procurement of medical examination services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

| INSTRUCTIONS TO BIDDERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDS |
|-----------------------------------|---|
| 2.1.1 | <p><i>Eligible Bidders must:-</i></p> <ul style="list-style-type: none"> * <i>Be a registered corporate and must show proof of the same</i> * <i>Must have undertaken similar assignments in the last three years. Evidence of this, e.g. testimonial letters from such authority, must be presented with the bid on submission.</i> * <i>Must have the medical examiners' authorization</i> * <i>Have the financial capacity to undertake the assignment and show proof of the same</i> |
| 2.1.3 | <i>Pay special attention to the clause</i> |
| 2.1.4 | <i>Pay special attention to the clause</i> |
| 2.2.1 | <i>Must Disclose the source of the goods</i> |
| 2.3.2 | <i>The tender document will be free</i> |
| 2.4.1-xiii | <i>Must be signed, stamped and dated</i> |
| 2.8.1 | <i>Pay special attention to the clause</i> |
| 2.9.1 | <i>Pay special attention to the clause</i> |
| 2.12 | <i>Pay special attention to the clause</i> |
| 2.13 | <i>Pay special attention to the clause</i> |
| 2.14.1 | <i>Bid security of Kes. 100,000.00</i> |
| 2.16.1 | <i>Only one "ORIGINAL TENDER DOCUMENT" will be submitted.</i> |
| 2.17 | <i>Pay special attention to the clause</i> |
| 2.18 | <i>Bids must be received by 12.00noon on, Friday, 27th March 2020</i> |
| 2.20 | <i>Bids shall be opened immediately thereafter receipt on Friday, 27th March 2020.</i> |
| 2.24 | <p><i>Evaluation criteria</i></p> <p><i><u>Preliminary EVALUATION (All Are Mandatory)</u></i></p> <ul style="list-style-type: none"> <i>i. Bidders must submit two copies clearly marked 'Original' and 'Copy' Bid in separate envelopes.</i> <i>ii. Offered Valid Bid Security from bank or from an Insurance Company approved by PPRA. The Bid security shall be not less than Kes 100,000/=</i> <i>iii. Bid Security Valid for 180 Days from date of Bid Opening.</i> <i>iv. Written confirmation on bidder's letter head that the bidder has not been debarred as a supplier, service provider or</i> |

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| | <p><i>consultant for goods, services or works in Kenya; and that the bidder is eligible to participate in Procurement and also a statement declaring that if selected, the bidder shall not be involved in corruption</i></p> <ul style="list-style-type: none"> v. <i>Attach of Copy of Valid Certificate of Incorporation/Registration. For companies, a valid (dated within the last 3 months) CR12 shall be submitted.</i> vi. <i>For purposes of maintaining a tender register, bidders must email their name and contact details (company name, cell phone number and email,) to tenders@nairobiwater.co.ke for records, communication of any tender clarifications and addenda. Failure to do so, will lead to disqualification.</i> vii. <i>Copy of Valid Certificate of Incorporation/Registration. For companies, a valid CR12 should also be submitted</i> viii. <i>Copy of Current Valid Tax Compliance Certificate.</i> ix. <i>Copy of Current Valid Certificate of Compliance to N.H.I.F</i> x. <i>Copy of Current Valid Certificate of Compliance to N.S.S.F.</i> xi. <i>Form of Bid duly completed, signed, stamped and witnessed.</i> xii. <i>Price Schedule duly completed (Bidders must fill on the provided Price Schedule as a Mandatory requirement for Uniformity during Evaluation).</i> xiii. <i>All alterations if any must be countersigned by the bidder.</i> xiv. <i>Confidential Business Questionnaire duly filled.</i> xv. <i>Evidence of Financial Resources (lines/letter of credit) equal or above Ksh.1 Million from a bank or cash in account (Account statement to be certified as true copy by commissioner of oaths) OR Audited accounts for the last two years with an annual turnover of Kshs. 3,000, 000 and above.</i> xvi. <i>Pagination of the bid document up to the last page including and not limited to attachments, etc.</i> xvii. <i>Further, the Original Bid Document issued by NCWSC shall be returned as part of the Tender Document. Bidders must submit all the pages of the Bid document as issued without altering the content therein. All required information shall be attached to the Original Tender document and neatly bound. Documents submitted as Loose papers will be rejected at Preliminary evaluation stage and shall not progress to Technical Evaluation Stage.</i> <p><i>Any Bid Not meeting the above requirements will be considered Non Responsive at this Stage.</i></p> <p>Technical Evaluation:</p> <ul style="list-style-type: none"> i. <i>Show Proof of similar assignments in value and nature in the last three years. Evidence of this, e.g. award letters, signed contracts</i> |
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| | <p><i>testimonial letters or copies of orders from such institutions shall be presented with the bid on submission</i></p> <p><i>ii. Attach copy of current registration certificate as DHP with DOSHS.</i></p> <p><i>Any Bid Not meeting the above requirements will be considered Non Responsive at this Stage.</i></p> <p><i>Financial Evaluation:</i> <i>Financial Evaluation will be conducted only on firms that will be Technically Responsive.</i> <i>Financially Responsive Firm will be the firm that will be Lowest in price at this Stage</i></p> |
| 2.25 | <i>Not applicable</i> |
| 2.27.5 | <i>Quantity variation Not applicable for this contract</i> |
| 2.30.1 | <i>Performance security shall be ten percent of the contract price.</i> |
| 2.31 | <i>This shall lead to rejection of the bid in total and may be subject to debarment in future.</i> |

SECTION III

GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between NCWSC and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to NCWSC under the Contract.
- (d) “NCWSC” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without NCWSC’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NCWSC in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

- 3.4.2 The Contractor shall not, without NCWSC's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of NCWSC and shall be returned (all copies) to NCWSC on completion of the contract's or performance under the Contract if so required by NCWSC.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify NCWSC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Performance security shall be ten percent of the contract price.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by NCWSC in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2. Payment shall be made promptly by NCWSC, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in NCWSC's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by NCWSC within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with NCWSC's prior written consent.

3.11. Termination for Default

3.11.1 NCWSC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by NCWSC.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of NCWSC has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event NCWSC terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to NCWSC for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 NCWSC may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to NCWSC.

3.13. Termination for Convenience

3.13.1 NCWSC by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination NCWSC may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 NCWSC and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

- 3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

- 3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

- 3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

- 3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

| Reference of general conditions of contract | Special condition of contract |
|--|---|
| 3.6 Performance security | <i>Performance security shall be ten percent of contract price in the form of an unconditional bank guarantee</i> |
| 3.9 Price variation | Not applicable |
| 3.16 Applicable law | The Laws of Kenya |
| 3.18 Notices | The Managing Director, Nairobi City Water & Sewerage Company, |

TERMS OF REFERENCE

Background

Occupational medical examinations are a key element in a Company's Occupational Safety and Health management program and aims at identifying cases of disease occasioned by workplace hazards, serve to assess if employees are fit (physically and medically) for duty and monitor the health of employees exposed to occupational health hazards therefore forming a basis for the implementation of occupational hazard control measures. Nairobi City Water & Sewerage Company strives to undertake pre-employment, periodic (annual) and post-employment medical examinations for moral, legal and economic reasons respectively.

Problem

Nairobi City Water & Sewerage Company has employees working in areas which expose them to harmful /detrimental safety and health hazards. Notable exposures include biological hazards (waste water), confined spaces, ergonomic hazards, chemical hazards (waste water, treatment chemicals, laboratory chemicals and workshop fumes and dusts), physical hazards (noise and vibration) among others. OSH hazard control measures have been implemented which include; but are not limited to, engineering controls, administrative controls and provision of personal protective equipment (PPE). As part of the administrative controls and in compliance with the Factories and Other Places of Work (Medical Examination) Rules, 2005 the company seeks to undertake periodic medical examinations for the year 2017/2018 and submit summary results to the Directorate of Occupational Safety & Health Services (DOSHS).

Purpose

The medical examinations will aim at:

- 1) Assessing the adequacy of the OSH hazard control measures in place and implementing recommendations made by the DHP.
- 2) Identifying cases of occupational illness and with guidance of recommendations made by the DHP, commence treatment and (or) redeployment of affected staff.
- 3) Commencing the compensation process of cases occasioned by occupational disease in line with the requirements of WIBA, 2007 (*Amended in 2012*).

- 4) Submitting to the Director, DOSHS summary results of the medical examinations in line with the requirements of the Factories and Other Places of Work (Medical Examination) Rules, 2005.

Objectives

The objectives of the exercise are:

- 1) To assess the adequacy of the OSH hazard control measures in place and implementing recommendations made by the DHP.
- 2) To identify cases of occupational illness and with guidance of recommendations made by the DHP, commence treatment and (or) redeployment of affected staff.
- 3) To commence the compensation process of cases occasioned by occupational disease in line with the requirements of WIBA, 2007 (Amended in 2012).
- 4) To submit to the Director, DOSHS summary results of the medical examinations in line with the requirements of the Factories and Other Places of Work (Medical Examination) Rules, 2005.

Technical Approach

The annual medical surveillance will apply acceptable medical approaches and techniques that will be necessary to achieve the core objective of Prevention and Control of Occupational diseases within the Company.

It is in this regard that the successful Designated Health Practitioner will be required to:

- With the guidance of Administration and Logistics Department, undertake a brief field survey of critical workstations where high risk processes are undertaken to understand the nature of work done and possible exposures to hazards.
- Conduct the various medical examination(s) to the various staff in accordance to the nature of work involving risk to health as outlined in the summary table below:

| No | Test | Number of staff to be examined |
|-----------|--|---------------------------------------|
| 1. | Clinical, musculoskeletal examination and visual acuity tests | 1233 |

| | | |
|----|---|------|
| 2. | Lung function test | 1078 |
| 3. | Full Chest X-ray and Sputum Cytology | 37 |
| 4. | Audiometric examination | 56 |
| 5. | Biological monitoring (ova &cyst test, widal titres) | 664 |
| 6. | Urine Phenol Test | 67 |

- Enter examination results into each individual's medical record. The service provider will be expected to update the records for each examination whenever repeat tests are carried out. All abnormal examination results shall be repeated within two weeks to ensure consistency.
- Share with each individual their medical report and advice on any intervention measures.
- Complete all Summary report forms for each hazard and submit within 30 days to the Director of Occupational Safety and Health Services, sending a copy to NCWSC. If there is more than one hazard in the same workplace, separate summary report forms shall be used for each hazard.
- Where work involves exposure to air pollution, noise, vibration or any other adverse working conditions, a medical practitioner will be expected to recommend redeployment if s/he is of the opinion that the employee cannot continue working in that environment. If it is desirable that an employee be removed from further exposure to a particular hazard, the certificate of redeployment shall be filled and be completed in *triplicate* and a copy sent to the *employer, employee and the Director* within seven days from the date of the examination
- A medical practitioner attending to a patient who he believes to be suffering from any of the prescribed occupational disease specified in the First Schedule of the Act, contracted in any workplace, shall within seven days of attending the patient unless such a notice has been previously sent, send to the *Director*, a notice stating the name and full postal address of the patient, the disease from which, in the opinion of the medical practitioner, the patient is suffering, and the name and address of the workplace in which the patient was last employed.
- Examination results for persons entering employment or those returning from sick leave occasioned by occupational diseases shall be entered into the certificate of fitness which shall be kept by the designated health practitioner, and a copy thereof given to the employee. If an

employee is exposed to more than one of the specified hazards, a separate certificate of fitness shall be completed for each hazard.

Prior to meeting the above, the **Designated Health Practitioner must be an approved individual by the Director pursuant to Section 23 of the OSHA, 2007 to carryout Medical examinations of workers as specified in the Medical Examination Rules, LN24/2005.** They must therefore avail as part of the **documentation**, a current and valid certificate of approval as a DHP. S/he will be expected to conduct a survey of the workplace to ascertain the hazards within the facility. Further, the DHP will be expected to conduct the examination(s) in **person**, as stipulated in the Rules.

Unless previously requested, the services provider will be expected to provide transport, meals and accommodation for its staff during the implementation of the Scope of work.

Nairobi City Water and Sewerage Company on the other hand will:

1. Provide the venue/room(s) for conducting the Medical Surveillance.
2. Nominate and mobilize its staff for participation.

Execution of this contract shall be monitored and evaluated by Administration and Logistics Department through the Occupational Safety and Health Section. Any changes that may become necessary during the contract period due to unforeseen circumstances shall be dealt with in line with the provisions of the Public Procurement and Asset Disposal Act –2015. The contract shall be **for two years**.

Scope of Work

The below table summarizes the scope of work for the Medical surveillance conducted.

1) Clinical, musculoskeletal examination and visual acuity tests

| No. | Region/ Station | Satellite Station | Cadre of staff | Number to be examined |
|-----|--------------------|-----------------------|---|--------------------------|
| 1 | Head Quarters | Kampala Road | HQ Operations & Maintenance (Transmission and Distribution, Workshop, Electro Mechanical/Workshop & Electrical) | 146 |
| | | | Garage Supervisor/Mechanic/Garage Assistant, Plant Operator/Drivers | 67 |
| | | Cameo Office | Electrical Supervisor/ Assistants | 2 |
| | | E&CD | Sewer coordinator, officers supervisors, Waste Water Operator, Labourers, Plant Operators | 44 |
| 2 | Central Region | Enterprise Plaza | RTC, RTO, Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer, | 39 |
| | | | Plant Operator/drivers | 19 |
| 3 | Eastern Region | Kayole office | RTC, RTO, Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer, Electrical Assistants | 82 |
| | | | Plant Operator/drivers | 19 |
| 4 | Northern Region | Pangani Office | RTC, RTO, Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer | 72 |
| | | | Plant Operator/drivers | 20 |
| 5 | Southern Region | Nairobi Dam Office | RTC, RTO, Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer | 68 |

| | | | | |
|-----------|---|--------------------------------|---|-----------|
| | | | Plant Operator/drivers | 16 |
| 6 | Western Region | Parklands Plaza office | RTC,RTO,Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer | 67 |
| | | | Plant Operator/drivers | 20 |
| 7 | North Eastern Region | Eastleigh office | RTC,RTO,Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer | 82 |
| | | | Plant Operator/drivers | 19 |
| 8 | Informal Settlement Region | National Water Building | RTC,RTO,Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer, | 56 |
| | | | Plant Operator/drivers | 9 |
| 9 | Kabete Central Laboratory | | Manager, Coordinators, Officers, Lab Technicians, Lab Assistants, | 29 |
| | | | Drivers | 3 |
| 10 | Ngethu Water Treatment Works | | Prod. Manager, Coordinators, Officers, Supervisors, Operators Artisan, Maintenance Coordinators, Officers, Assistant/ Artisan | 68 |
| | | | Laboratory chemist, Lab Technician, Lab Assistant | 16 |
| | | | Drivers | 4 |
| 11 | Kabete Water Treatment Works | | Water Treatment Works Coordinator, Officer, Supervisors, Operators , Artisans, Maintenance Supervisor, Assistant, Artisan | 46 |
| | | | Chemist, Laboratory Technician/Assistants | 15 |
| | | | Drivers | 1 |
| 12 | Dandora Estate Waste water treatment and | | Operations Coordinator, Officer, Supervisors, Operators, Artisans | 36 |

| | | | |
|--------------|--|---|-------------|
| | water quality testing | Laboratory Chemist, Lab Technician, Lab Assistant | 13 |
| | | Driver | 2 |
| 13 | Kariobangi Sewage Treatment Works | Operations Coordinator, Officer, Supervisors, Operators, Artisans | 30 |
| | | Laboratory Chemist, Lab Technician, Lab Assistant | 8 |
| | | Driver | 1 |
| 14 | Gigiri pumping station and laboratory | Officer, Maintenance Supervisor, Water Operator, Artisan, Data Entry Supervisor | 15 |
| | | Driver | 1 |
| 15 | Sasumua Dam | Dam Coordinator, Quality Assurance Officer, Supervisors, Operators | 26 |
| | | Dam Monitoring, Supervisor, Dam Operator | 3 |
| | | Maintenance Supervisor, Assistant, Artisan, Electrical Assistant | 13 |
| | | Laboratory Supervisor, Assistant | 8 |
| | | Drivers | 2 |
| 16 | Thika Dam | Dam Coordinator, Quality Assurance Officer, Supervisors, Operators Maintenance Supervisor, Assistant, Artisan, Electrical Assistant | 14 |
| | | Drivers | 3 |
| 17 | Ruiru Dam | Dam Coordinator, Quality Assurance Officer, Supervisors, Operators Maintenance Supervisor, Assistant, Artisan, Electrical Assistant | 27 |
| | | Drivers | 2 |
| Total | | | 1233 |

2) Lung Function Test

| No. | Region/ Station | Satellite Station | Cadre of staff | Number to be examined |
|-----|--------------------|--------------------------|--|--------------------------|
| 1 | Head Quarters | Kampala Road | Garage Supervisor/Mechanic/Garage Assistant | 23 |
| | | | HQ Operations & Maintenance (Transmission and Distribution, Workshop, Electro Mechanical/Workshop & Electrical) | 146 |
| | | | Plant Operator/Driver | 10 |
| | | Cameo | Electrical Supervisor/ Assistants | 2 |
| | | E&CD | Sewer coordinator, officers supervisors, Waste Water Operator, Labourers, Plant Operators | 44 |
| 2 | Central Region | Enterpris e Plaza | RTC, RTO, Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer, | 39 |
| | | | Plant Operator | 2 |
| 3 | Eastern Region | Kayole office | RTC, RTO, Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer, Electrical Assistants | 82 |
| | | | Plant Operator | 2 |
| 4 | Northern Region | Pangani Office | RTC, RTO, Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer | 72 |
| | | | Plant Operator | 4 |
| 5 | Southern Region | Nairobi Dam Office | RTC, RTO, Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer | 68 |
| | | | Plant Operator | 2 |

| | | | | |
|----|--|-------------------------|---|----|
| 6 | Western Region | Parklands Plaza office | RTC,RTO,Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer | 67 |
| | | | Plant Operator | 3 |
| 7 | North Eastern Region | Eastleigh office | RTC,RTO,Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer | 82 |
| | | | Plant Operator | 5 |
| 8 | Informal Settlement Region | National Water Building | RTC,RTO,Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer, | 56 |
| | | | Plant Operator | 2 |
| 9 | Kabete Central Laboratory | | Manager, Coordinators, Officers, Lab Technicians, Lab Assistants, | 29 |
| 10 | Ngethu Water Treatment Works | | Prod. Manager, Coordinators, Officers, Supervisors, Operators Artisan, Maintenance Coordinators, Officers, Assistant/ Artisan | 68 |
| | | | Laboratory chemist, Lab Technician, Lab Assistant | 16 |
| 11 | Kabete Water Treatment Works | | Water Treatment Works Coordinator, Officer, Supervisors, Operators , Artisans, Maintenance Supervisor, Assistant, Artisan | 46 |
| | | | Chemist, Laboratory Technician/Assistants | 15 |
| 12 | Dandora Estate Waste water treatment and water quality testing | | Operations Coordinator, Officer, Supervisors, Operators, Artisans | 36 |
| | | | Laboratory Chemist, Lab Technician, Lab Assistant | 13 |
| 13 | Kariobangi Sewage Treatment Works | | Operations Coordinator, Officer, Supervisors, Operators, Artisans | 30 |

| | | | |
|--------------|--|---|-------------|
| | | Laboratory Chemist, Lab Technician, Lab Assistant | 8 |
| 14 | Gigiri pumping station and laboratory | Officer, Maintenance Supervisor, Water Operator, Artisan, Data Entry Supervisor | 15 |
| 15 | Sasumua Dam | Dam Coordinator, Quality Assurance Officer, Supervisors, Operators | 26 |
| | | Dam Monitoring, Supervisor, Dam Operator | 3 |
| | | Maintenance Supervisor, Assistant, Artisan, Electrical Assistant | 13 |
| | | Laboratory Supervisor, Assistant | 8 |
| 16 | Thika Dam | Dam Coordinator, Quality Assurance Officer, Supervisors, Operators Maintenance Supervisor, Assistant, Artisan, Electrical Assistant | 14 |
| 17 | Ruiru Dam | Dam Coordinator, Quality Assurance Officer, Supervisors, Operators Maintenance Supervisor, Assistant, Artisan, Electrical Assistant | 27 |
| Total | | | 1078 |

3. Full Chest X-ray and Sputum Cytology

| No. | Region/ Station | Satellite Station | Cadre of staff | Number to be examined |
|--------------|------------------------|--------------------------|--|------------------------------|
| 1 | Head Quarters | Kampala Road | HQ Operations & Maintenance (workshop) | 37 |
| Total | | | | 37 |

4. Audiometric examination

| No. | Region/ Station | Satellite Station | Cadre of staff | Number to be examined |
|--------------|--------------------|----------------------|---|--------------------------|
| 1 | Head Quarters | Kampala Road | HQ Operations & Maintenance (workshop) | 37 |
| | | | Meter testing Laboratory | 19 |
| Total | | | | 56 |

5. Biological monitoring

| No. | Region/ Station | Satellite Station | Cadre of staff | Number to be examined |
|-----|--------------------|----------------------|---|--------------------------|
| 1 | Head Quarters | Kampala Road | HQ Operations & Maintenance (Workshop) | 37 |
| | | | Plant Operator/Driver | 10 |
| | | E&CD | Sewer coordinator, officers supervisors, Waste Water Operator, Labourers, Plant Operators | 44 |
| 2 | Central Region | Enterprise Plaza | RTC, RTO, Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer, | 39 |
| | | | Plant Operator | 2 |
| 3 | Eastern Region | Kayole office | RTC, RTO, Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer, Electrical Assistants | 82 |
| | | | Plant Operator | 2 |
| 4 | Northern Region | Pangani Office | RTC, RTO, Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, | 72 |

| | | | | |
|----|---|--------------------------------|---|----|
| | | | Labourer | |
| | | | Plant Operator | 4 |
| 5 | Southern Region | Nairobi Dam Office | RTC,RTO,Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer | 68 |
| | | | Plant Operator | 2 |
| 6 | Western Region | Parklands Plaza office | RTC,RTO,Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer | 67 |
| | | | Plant Operator | 3 |
| 7 | North Eastern Region | Eastleigh office | RTC,RTO,Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer | 82 |
| | | | Plant Operator | 5 |
| 8 | Informal Settlement Region | National Water Building | RTC,RTO,Technician Water, Technician Waste Water, Operator Water, Artisan Water/Labourer, Operator/Artisan Waste Water, Labourer, | 56 |
| | | | Plant Operator | 2 |
| 9 | Dandora Estate Waste water treatment and water quality testing | | Operations Coordinator, Officer, Supervisors, Operators, Artisans | 36 |
| | | | Laboratory Chemist, Lab Technician, Lab Assistant | 13 |
| 10 | Kariobangi Sewage Treatment Works | | Operations Coordinator, Officer, Supervisors, Operators, Artisans | 30 |
| | | | Laboratory Chemist, Lab Technician, | 8 |

| | | | |
|--------------|--|---------------|------------|
| | | Lab Assistant | |
| Total | | | 664 |

6. Urine Phenol Tests

| No. | Region/ Station | Satellite Station | Cadre of staff | Number to be examined |
|------------|----------------------------|------------------------------|--|----------------------------------|
| 1 | Head Quarters | Kampala Road | Garage Supervisor/Mechanic/Garage Assistant, Plant Operator/Drivers | 67 |

PRICE SCHEDULE FORM

PREMIUM SUMMARY

| No | Description | Number of staff to be examined | Unit Costs (Year 1) | Unit Costs (Year 2) | Total Costs |
|----------------------------------|---|-----------------------------------|------------------------|------------------------|-------------|
| 1. | Clinical, musculoskeletal examination and visual acuity tests | 1233 | | | |
| 2. | Lung function test | 1078 | | | |
| 3. | Full chest x-ray and sputum cytology | 37 | | | |
| 4. | Audiometric examination | 56 | | | |
| 5. | Biological monitoring (ova &cyst test, widal titres) | 664 | | | |
| 6. | Urine Phenol Test | 67 | | | |
| Total | | | | | |
| Add 16% VAT | | | | | |
| Grand Total for Two years | | | | | |
| Amount in words | | | | | |

We undertake, if our tender is accepted, to carryout occupational medical examinations in accordance with the details specified herein above.

Name of the Service Provider

Name of authorized signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/Seal:.....

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of Bid** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
3. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

FORM OF BID

TO: The Managing Director
Nairobi City Water and Sewerage Company Ltd
P. O. Box 30666 - 00100
NAIROBI, KENYA

Gentlemen:

Having examined the bidding documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **PROVISION OF ANNUAL OCCUPATIONAL MEDICAL EXAMINATION FOR TWO YEARS**. in conformity with the said bidding document for the sum of Kes.....

.....(words)..... figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake our Bid if accepted to commence the services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of 180 days from the date of Bid submission prescribed in the Invitation to Bid and it shall remain binding upon us and may be accepted any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any Bid you may receive and that each lot is considered as a contract on its own.

Dated this ____ day of _____ 20____
(Name)

(Signature) _____

In the capacity of _____

duly authorized to sign Bids, for and on behalf of

P. O. Box _____ Code _____

Name of Witness

Address

Signature of Witness

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between Nairobi City Water & Sewerage Company Ltd of _____ [country of Procurement entity] (hereinafter called NCWSC) of the one part and _____ [name of tenderer] of _____ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS NCWSC invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) NCWSC’s Notification of Award
3. In consideration of the payments to be made by NCWSC to the tenderer as hereinafter mentioned, the tenderer hereby covenants with NCWSC to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. NCWSC hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by _____ the _____ (for NCWSC)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business ,.....

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kes.

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

- Citizenship details
-

Part 2 (b) Partnership

Given details of partners as follows:

| Name | Nationality | Citizenship Details | Shares |
|---------|-------------|---------------------|--------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kes.

Issued Kes.

Given details of all directors as follows

| Name | Nationality | Citizenship Details | Shares |
|--------|-------------|---------------------|--------|
| 1..... | | | |
| 2..... | | | |
| 3..... | | | |
| 4..... | | | |
| 5..... | | | |

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth,
- Naturalization or registration.

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER